

A RESOLUTION APPROVING THE
PURCHASE OF CERTAIN REAL ESTATE
FOR THE FORT WAYNE FIRE
DEPARTMENT

WHEREAS, the City of Fort Wayne, through its Board of Public Works and the Fire Department, desires to purchase certain property located at 3110 N. Anthony Boulevard, south of new Fire Station #10 being constructed on the corner of Crescent and Anthony; and

WHEREAS, said property has a house located on it, which will be demolished to improve the Fire Department site line to Anthony Blvd.; and

WHEREAS, the purchase price for said property is Thirty Thousand and no/100 Dollars (\$30,000.00.); and

WHEREAS, Sec. 37-19 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any purchase of real estate by the City.

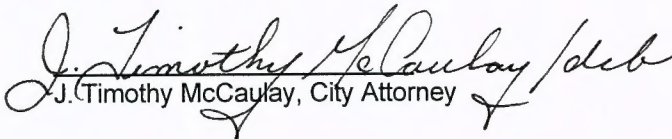
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The purchase of real estate by the City of Fort Wayne through its Board of Public Works and the Fire Department, described on Sales Contract attached as Exhibit "A" and made a part hereof, is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

SECTION 2. This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Schmidt,
and duly adopted, read the second time by title and referred to the Committee on
Finance, (and the City Plan Commission for recommendation)
and Public Hearing to be held after due legal notice, at the Common Council Conference
Room 128, City-County Building, Fort Wayne, Indiana, on _____,
the _____ day of _____, 19____ at _____
o'clock _____ M., E.S.T.

DATED: 9-23-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Schmidt,
and duly adopted, placed on its passage. PASSED KOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>			<u>1</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 9-23-97

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana,

as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL) _____ (SPECIAL) _____
(ZONING) _____ ORDINANCE _____ RESOLUTION NO. 9-70-97
on the 23rd day of September, 1997

ATTEST: _____ SEAL Thomas P. Henry
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the
24th day of September, 1997,
at the hour of 10:00 o'clock AM, M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day
of September, 1997, at the hour of 3:30
o'clock _____ M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Sales Contract

Property Disposition Program

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

HUD Case No.
151-468264

1. I (We) City of Fort Wayne, or its assigns

(Purchaser(s)) agree to purchase on the terms set forth herein, the following property, as more particularly described in the deed conveying the property to the Secretary of Housing and Urban Development:

3110 North Anthony Boulevard, Fort Wayne, Indiana (Allen County)

(street number, street name, unit number, if applicable, city, county, State)

2. The Secretary of Housing and Urban Development (Seller) agrees to sell the property at the price and terms set forth herein, and to prepare a deed containing a covenant which warrants against the acts of the Seller and all claiming by, through or under him. Title will be taken in the following

name(s) and style: City of Fort Wayne, or its assigns

3. The agreed purchase price of the property is 30,000.00 3. \$ 30,000.00

Purchaser has paid \$ 500.00 as earnest money to be applied on the purchase price, and agrees to pay the balance of the purchase price, plus or minus prorations, at the time of closing, in cash to Seller. The earnest money deposit shall be held by Harding Dahm & Company

4. ☐ Purchaser is applying for FHA insured financing [☐ 203(b), ☐ 203(b) repair escrow, ☐ 203(k)] with a cash down payment of \$ _____ due at closing and the balance secured by a mortgage in the amount of \$ _____ for _____ months (does not include FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into mortgage).

☐ Said mortgage involves a repair escrow amounting to _____ 4. \$ _____

☐ Purchaser is paying cash or applying for conventional or other financing not involving FHA.

5. Seller will pay reasonable and customary costs, but not more than actual costs, nor more than paid by a typical Seller in the area, of obtaining financing and/or closing (excluding broker's commission) in an amount not to exceed _____ 5. \$ _____

6. Upon sales closing, Seller agrees to pay to the broker identified below a commission (including selling bonus, if offered by seller) of 4% 6. \$ 1,200.00

7. The net amount due Seller is (Purchase price, Item 3, less Item 4 escrow, if any, less Items 5 and 6) _____ 7. \$ 28,800.00

8. Purchaser is: ☐ owner-occupant (will occupy this property as primary residence) ☐ investor
☐ nonprofit organization ☐ public housing agency ☒ other government agency. Discount at closing: _____ %

9. Time is of the essence as to closing. The sale shall close not later than 60 days from Seller's acceptance of contract. Closing shall be held at the office of Seller's designated closing agent or place designated by HUD

10. If Seller does not accept this offer, Seller ☐ may ☒ may not hold such offer as a back-up to accepted offer.

11. Lead based paint addendum ☒ is ☐ is not attached; Other addendum ☐ is ☒ is not attached hereto and made part of this contract.

12. Should Purchaser refuse or otherwise fail to perform in accordance with this contract, including the time limitation, Seller may, at Seller's sole option, retain all or a portion of the deposit as liquidated damages. The Seller reserves the right to apply the earnest money, or any portion thereof, to any sums which may be owed by the Purchaser to the Seller for rent. Purchaser(s) Initials: _____ Seller's Initials: JD

13. This contract is subject to the Conditions of Sale on the reverse hereof, which are incorporated herein and made part of this contract.

Certification of Purchaser: The undersigned certifies that in affixing his/her/its signature to this contract he/she/it understands:

(1) all the contents thereof (including the Conditions of Sale) and is in agreement therewith without protest; (2) he/she/it is responsible for satisfying itself as to the full condition of the property; and (3) that Seller will not perform repairs after acceptance of this contract.

Purchaser(s): (type or print names & sign)

City of Fort Wayne F.D.# 35-6001029

By: Sandra Maldeney

Purchaser(s) Address:

City County Building 3rd Floor
One Main Street
Fort Wayne, IN 46802

Purchaser(s) Social Security Number (SSN) or Employer Identification Number (EIN) (include hyphens)

Phone No:

219-427-1402

Date Purchaser(s) Signed Contract:

8/19/97

Seller: Secretary of Housing and Urban Development

By: (type name & title, & sign)

Date Contract Accepted by HUD:

August 28, 1997

Certification of Broker: The undersigned certifies that: (1) neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of his/her race, color, religion, sex, familial status, national origin, or disability; (2) he/she has both provided and explained to the purchaser the notice regarding use of Seller's closing agent; (3) he/she has explained fully to the purchaser the entire terms of the contract, including Condition B on the reverse hereof; and (4) he/she is in compliance with Seller's earnest money policy as set forth on HUD forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, which he/she has executed and filed with Seller.

Broker's Business Name & Address: (for IRS reporting) (include Zip Code)

Richard P. Quillin
Harding Dahm & Company
200 East Main Street, Suite 1050
Fort Wayne, IN 46802

Broker's EIN or SSN: (include hyphens)

35-1735594

Signature of Broker:

[Signature]

SAMS NAID:

Broker's Phone No:

219-423-4311

Type or print the name and phone number of sales person:

This section for HUD use only. Broker notified of:

☒ Acceptance ☐ Back-Up No. _____
☐ Rejection ☐ Return Earnest Money Deposit

Authorizing Signature & Date:

[Signature] 8/28/97

Previous editions are obsolete

Copy 1: To HUD local office; upon approval, HUD will return signed Copy 1 to Broker for delivery to Purchaser

Handbook 4310.5

form HUD-9548 (9/96)

Instructions for Sales Contract

Property Disposition Program

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0306 (exp. 7/31/99)

This collection of information is required in order provide a binding contract between the property purchaser and HUD.

The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2502-0306), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600.

Do not send this form to the above address.

Responses to the collection are required in order to administer the Property Disposition Sales Program (24 CFR 203.375, 24 CFR 203.278, 24 CFR 291.100 - 291.30).

The U.S. Housing Act of 1937, as amended, authorized the Department of Housing and Urban Development (HUD) to collect all the information on this form. The Housing and Community Development Act of 1987, 42 U.S.C. 3543 authorized HUD to collect Employer Identification Number and/or Social Security Number. These numbers are used to provide information to the IRS regarding payment of commissions or other fees. HUD may also disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. Failure to provide the Employer Identification Number or Social Security Number could affect your participation in HUD's property disposition program.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number.

This **Sales Contract**, identified as form HUD-9548, must be prepared and transmitted in accordance with the following instructions. The form provides an original for fiscal and legal review, signed copy for the Purchaser, and unsigned information copies for the Purchaser, the selling Broker, and the HUD Field Office.

Remove this Instruction Sheet and type the HUD Case Number in the box in the upper right.

Item 1: Type Purchaser(s) name and complete property address.

Item 2: Enter name(s) and style in which title will be taken.

Item 3: Enter Bid Amount and amount of earnest money Purchaser has deposited.

Enter holder of earnest money deposit in accordance with Seller's instructions.

Item 4: Enter when appropriate, strictly in compliance with Seller's offering. If Seller has offered the property with insured financing available, and Purchaser is buying under such means, check the first block and the applicable type of insured financing, and complete the down payment and mortgage information. If the insured mortgage involves a repair escrow (and has been so offered by Seller), also check the appropriate block and insert the amount of the repair escrow.

Note: The amounts shown for "cash due at closing" and "balance by mortgage" do not include the FHA Mortgage Insurance Premium, prepaid expenses or closing costs Seller has agreed to fund into the mortgage.

Note: If Purchaser is paying cash or applying for conventional or other financing not involving FHA, check appropriate block.

Item 5: Enter amount of financing/closing costs Seller is expected to pay.

Note: If the amount stated in Item 5 exceeds actual and typical allowable financing and/or closing costs, such excess shall not be paid by Seller and may not be used by Purchaser to reduce amount(s) owing to Seller.

Item 6: Enter dollar amount Seller is expected to pay, including any selling bonus if offered by Seller. The commission will be paid by Seller upon completion of closing.

Item 7: Enter net amount due Seller (purchase price, Item 3, less Item 4 escrow amount, if any, less Items 5 and 6). Contract will be awarded on the basis of the greatest acceptable net return to Seller.

Item 8: Enter appropriate occupancy information. If left blank, Purchaser will be considered as an investor. If purchaser qualifies for discount, enter percent. (Do not enter discounted price on contract.)

Item 9: Enter in accordance with HUD's instructions.

Item 10: Enter appropriate back-up offer information.

Item 11: Enter if an addendum is to be attached to and made a part of this contract.

Note: Addendum not previously approved by Seller may not be made a part of this Contract. Approved addendum must be signed by, and in the same style as, those signing as Purchaser(s).

Item 12: Purchaser(s) must initial in appropriate space.

- Other:
- Failure of the Purchaser to perform in accordance with this contract may cause the Seller to retain all or a portion of the earnest money deposit. Broker must be certain this is fully explained to and understood by the Purchaser(s).**
 - Enter Selling Broker's Name and Address Identifier (NAID). If broker has not been issued a SAMS NAID, complete forms SAMS-1111, Payee Name and Address, and SAMS-1111-A, Selling Broker Certification, along with required documentation, and attach to this contract. Contact local HUD office for more information.**
 - The Broker is required to inform Purchaser of the Conditions of Sale on the reverse of the Sales Contract, and particularly of Purchaser's right and responsibility for satisfying itself as to the full condition of the property prior to submitting an offer to purchase and that Seller will provide no warranty or perform any repairs after acceptance of the Contract.**

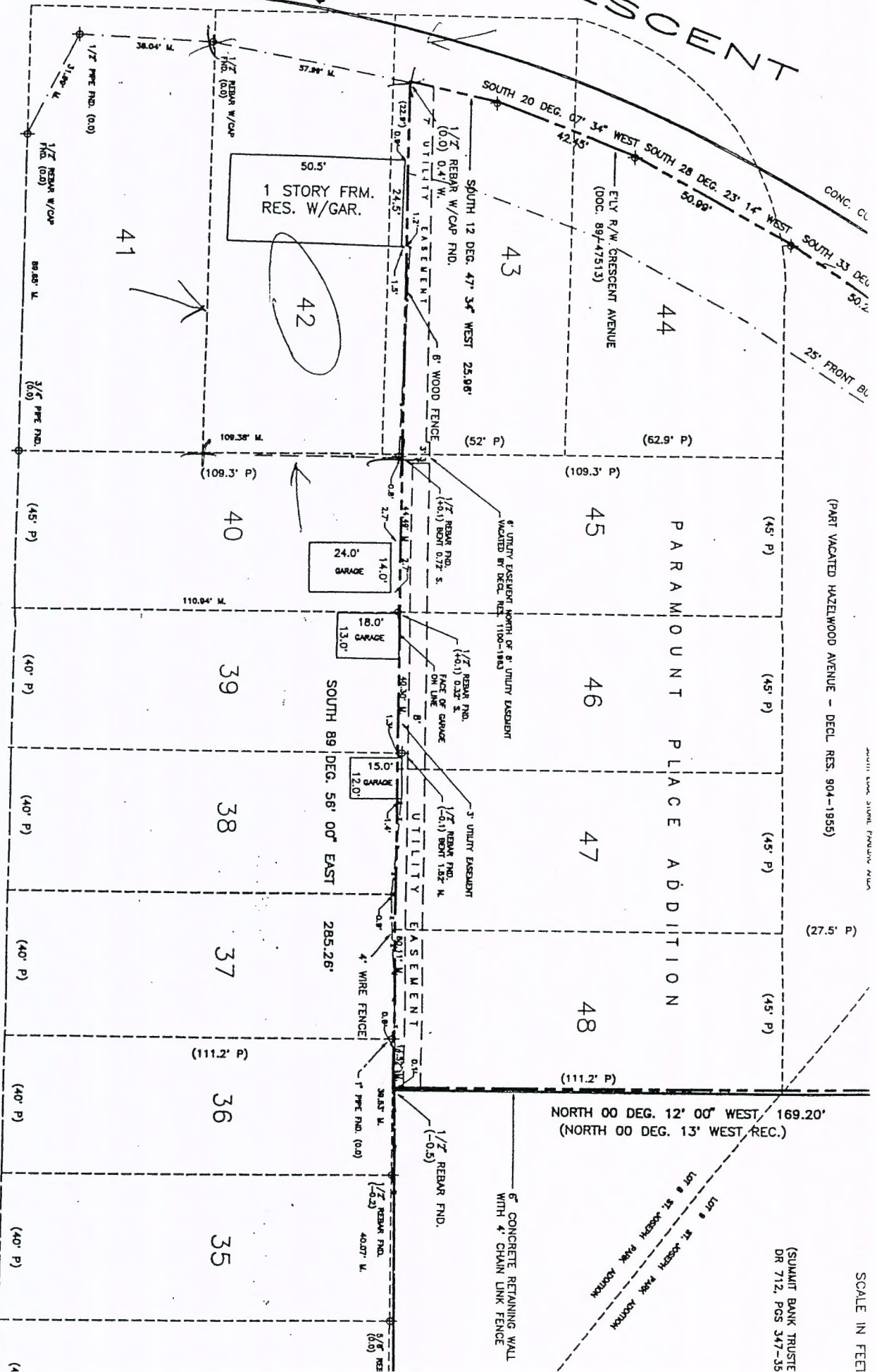
Signatures: Sign Original, leaving carbon inserts intact, making certain that the signature(s) appears on all copies.

Transmittal: Forward the Original with Copies 1 and 2 to the HUD Field Office. Copies 3 and 4 are to be retained by Broker and Purchaser as information copies. Upon acceptance, the HUD Field Office will return the signed Copy 1 to Broker for delivery to Purchaser(s). The HUD Field Office will retain Copy 2.

(PART VACATED HAZELWOOD AVENUE - DECL. RES. 904-1955)

(SUAMIT BANK TRUSTE
DR 712, PGS 347-35

CRESCENT



AD NOTE:
ABOVE DESCRIBED REAL ESTATE LIES IN ZONE "X" ACCORDING
LOOD INSURANCE RATE MAP PANEL 18003 C0280E FOR
N COUNTY, INDIANA.

VANCE AVENUE



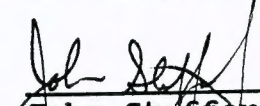
GOULOFF-JORDAN
SURVEYING AND DEVELOPMENT
INC. 7133 BROADWAY FORT WAY
FH (219) 424-5362

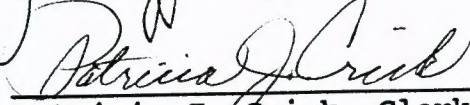
12-6-96

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY: Linda Buskirk, Chairman

BY: 
C. James Owen, Member

BY: 
John Stafford, Member

ATTEST: 
Patricia J. Crick, Clerk

DATE: 9-17-97

DIGEST SHEET

TITLE OF ORDINANCE RESOLUTION

DEPARTMENT REQUESTING ORDINANCE FIRE DEPARTMENT

SYNOPSIS OF ORDINANCE APPROVES THE PURCHASE OF PROPERTY
LOCATED AT 3110 N. ANTHONY BOULEVARD FOR THE FORT WAYNE FIRE
DEPARTMENT. HOUSE ON THIS SITE TO BE DEMOLISHED IMPROVING THE
NORTH ANTHONY SITE LINE OF NEW FIRE STATION #10.

EFFECT OF PASSAGE Purchase Agreement is approved.

EFFECT OF NON-PASSAGE Purchase Agreement is not approved. House will not be
demolished.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. R-97-09-13

REPORT OF THE COMMITTEE ON FINANCE

DONALD J. SCHMIDT - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN ~~XXXXXXXXXX~~ (RESOLUTION) approving the
purchase of certain real estate for the Fort Wayne Fire Department

HAVE HAD SAID (~~XXXXXXXXXX~~) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(~~ORDINANCE~~) (RESOLUTION) _____

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<u><i>D.J. Schmidt</i></u>	_____	_____	_____
<u><i>Diedrich Hall</i></u>	_____	_____	_____
<u><i>D.J. Schmidt</i></u>	_____	_____	_____
<u><i>Thomas E. Hefner</i></u>	_____	_____	_____
<u><i>Martin A. Bush</i></u>	_____	_____	_____
<u><i>Michael L. Jones</i></u>	_____	_____	_____
<u><i>John E. Henry</i></u>	_____	_____	_____
<u><i>Lelece Cabine</i></u>	_____	_____	_____
<u><i>James C. Cray</i></u>	_____	_____	_____

DATED:

9-23-97

Sandra E. Kennedy
City Clerk